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NORTH CAROLINA

ONSLOW COUNTY

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
MAIDSTONE PARK SUBDIVISION
PHASE 1**

THIS DECLARATION is made this 9th day of June, 2009, by **HARMONY TREE, LLC**, hereinafter referred to as "**Declarant**" or "**Developer**", said terms being interchangeable as used herein.

Declarant is the owner of real property in Richlands Township, Onslow County, North Carolina [hereinafter referred to as the "Properties"] which is more particularly described as follows:

All of Lots 1 through 132 of **Maidstone Park Subdivision, Phase 1**, as depicted on plat by SurveyOne, PLLC, dated 05/04/2009 and recorded in **Map Book 58 at page 28** in the Office of the Register of Deeds of Onslow County, together with all common areas, roads and other lands encompassed within the boundaries of the areas depicted on said plat.

Declarant hereby declares that all of the Properties above referred to shall be held and conveyed subject to the North Carolina Planned Community Act [North Carolina General Statutes Chapter 47F] (hereinafter referred to as the "Act"), and subject to the easements, restrictions, covenants and conditions set out in this declaration, which are imposed for the purpose of protecting the value, desirability and enjoyment of the properties. These easements, restrictions, covenants and conditions shall run with the title to the properties and be binding on all parties, their heirs successors and assigns, having any right, title or interest, legal or equitable, in the Properties or any part thereof, and these easements, restrictions, covenants and conditions shall inure to the benefit of each owner of the Properties or any part thereof.

**PART 1
Definitions**

Section 1.1 "Additional Properties" shall mean any lands adjoining the Properties which are now owned by Declarant and added to and made a part of the Properties by

the Declarant pursuant to Part 11 below, **provided**, that such additional properties shall be limited to the properties described in deeds to Declarant recorded in Book 2693 at page 821, Onslow County. The addition of such Additional Properties shall become effective upon the recording by Declarant of a supplemental declaration for each additional property added.

Section 1.2 "Association" shall mean the Maidstone Park Property Owners Association, Inc., a North Carolina non-profit corporation, its successors and assigns, an owners association organized for the mutual benefit and protection of the owners of the Properties. All owners of residential lots in Maidstone Park Subdivision Phase I and any adjoining properties hereafter developed and added to this Declaration shall be members of the Association, which membership shall be appurtenant to an may not be separated from the ownership of such residential lot.

Section 1.3 "Board" or "Executive Board" shall mean the body authorized to act on behalf of the Association.

Section 1.4 "Owner" shall mean the fee simple record owner, whether one or more persons or entities, of any lot which is a part of the Properties or any lot which is a part of any Additional Properties, but not those having an interest held only as security for an obligation.

Section 1.5 "Properties" or "Property" shall mean all of Maidstone Park Subdivision Phase I as shown upon the recorded plat referred to above, or any subsequently recorded plat or plats depicting any additional properties brought within the purview of these Restrictions or brought under the control of the Association, including all lots, roads and common areas shown on said plats.

Section 1.6 "Built Upon Area" shall mean that portion of each lot that is covered by impervious or partially impervious material, including buildings, pavement or other material meeting the definition of 'impervious' as set out in the North Carolina Administrative Code. The built upon area for each lot shall not exceed 1,750 square feet, unless the North Carolina Stormwater Rules permit otherwise.

Section 1.7 "Common Areas" or "Common Elements" shall mean all areas other than roads and streets within the Properties which are designated or set aside for the common use and enjoyment of all of the Owners, and which are not designated for individual residential lot ownership, which Common Areas shall include all ponds, ditches, buffer areas and other areas other than streets and roads which are not included in individual lots; provided, that any street or road dedicated to and accepted for public use shall cease to be a part of the common areas at the time of such acceptance by the North Carolina Department of Transportation or other relevant governmental authority.

Section 1.8 "Common Expense" means the expenses or financial liabilities for the operation of the Association.

Section 1.9 "Common Expense Liability" means the liability for common expense allocated to each lot owner as permitted under the Act.

Section 1.10 "Lot" shall mean any numbered lot shown on the recorded plat of the Properties.

Section 1.11 "Declarant" shall be used interchangeably with "Developer" and shall refer to Harmony Tree, LLC, its successors and assigns, if such successors should own any of the Properties or Additional Properties.

Section 1.12 "Declaration" shall mean this instrument, as it may from time to time be amended or supplemented.

Section 1.13 "Improvement" shall mean any construction work done or placed on a Lot, any alteration of the physical appearance of a Lot, and any other physical treatment done on or applied to a Lot.

Section 1.14 "Master Association" shall mean a master association as defined in the Act.

Section 1.15 "Membership" shall mean the rights, privileges, benefits and obligations inuring to the benefit and burden of each Member of the Association by virtue of being an Owner of a Lot.

Section 1.16 "Member" shall mean every person or other Owner who has a membership in the Association.

Section 1.17 "Planned Community" shall mean the property and the common areas, plus any additional property added by exercise of any Special Declarant Right.

Section 1.18 "Property" shall mean the lots depicted on the above-referenced plat and any lots shown on plats of Additional Properties.

Section 1.19 "Special Declarant Rights" means the rights reserved for the benefit of a Declarant to: (i) complete improvements indicated on the plat referred to herein; (ii) exercise any development right reserved to the Declarant by this Declaration or otherwise; (iii) to maintain sales offices, management offices and signs advertising the Planned Community; (iv) use easements through the common areas; (v) make the Planned Community a part of a larger planned community or group of planned communities; (vi) make the Planned Community subject to a Master Association; (vii) appoint or remove any officer or Executive Board Member of the Association or an Master Association during the Declarant Control Period; (viii) permit other land to be annexed to and made a part of the Planned Community in accordance with the terms of this Declaration.

PART 2

Property Rights

Section 2.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to all Common Areas, which rights and easements shall be appurtenant to and shall pass with the title to every Lot, and which rights shall be subject to the following conditions:

a. The Association shall have the right to suspend the voting rights of any Owner (1) during any period for which any portion of any assessment against such Owner's lot remains unpaid, and (2) for a period not to exceed 60 days for any violation of the published rules of the Association.

b. The Association shall have the right to mortgage, convey, dedicate or transfer all of any part of the Common Areas to a public agency or authority for such purposes and on such conditions as may be approved by a vote of at least two-thirds (2/3rds) of the Members, excluding the Developer, as evidenced by written instrument executed by the Association and recorded in the Onslow County Register of Deeds Office.

c. The Association shall have the right to impose on the Common Areas regulations for the use and enjoyment of such areas.

PART 3 Easements

Section 3.1 Declarant reserves to itself, its successors and assigns, a perpetual, nonexclusive, alienable and releasable easement and right, on, over and under the ground, with persons and equipment to erect, maintain, inspect, repair and use electric and telephone wires, cables and conduits, and sewers, water mains and other equipment used for the conveyance and use of electricity, telephone communications, gas service, sewer and water service, and other public conveniences or utilities on, in or over each Lot and such other areas as are shown on the recorded plat of the Properties or of any Additional Properties referred to above.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, to make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such easements shall lie over, under and across the area lying within 10 feet of all front lot lines and within 5 feet of all side and rear lot lines.

These easements and rights further include the right to subject the Property to a contract with Progress Energy, or any other public utility, for the installation of underground electric cables and/or the installation of street lighting, either or both of which contracts may require an initial payment and/or a continuing monthly payment to Progress Energy, or other public utility, by the Owner of each Lot.

Section 3.2. Declarant hereby reserves unto itself, its successors and assigns, perpetual, non exclusive and alienable easements over all streets, roads and common areas necessary to providing access, ingress, egress and drainage to and from the lands adjoining Maidstone Park Subdivision Phase I, to the North, East, South and West, in the event Declarant, its successors or assigns should acquire or develop any property adjoining Maidstone Park Subdivision Phase I, regardless of whether such adjoining property becomes an Additional Property as defined herein.

Section 3.3 An easement is hereby granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency services to enter upon any portion of the Properties in the performance of their duties.

Section 3.4 In case of any emergency or in case of any violation of these restrictions originating on, existing on or threatening any part of the Properties, regardless of whether any Lot Owner is present at the time of such emergency or violation, the Executive Board of the Association or any other person authorized by the Board shall have the right to enter any Lot for the purpose of (1) determining compliance with and enforcing these restrictions, (2) remedying or abating any nuisance or the cause of such emergency or violation, and (3) making any necessary repairs not performed by the Lot Owner. Such right of entry shall be immediate and shall not be deemed a trespass, and shall be without liability to the Association or its authorized representatives, except in cases of gross negligence.

Section 3.5 Declarant hereby reserves unto itself and to the Association, its successors and assigns, perpetual, non-exclusive and alienable easements over all streets, roads and common areas necessary to perform the maintenance required by Sections 8.6 and 8.7, and to perform any other duties imposed by this Declaration.

Section 3.6 All easements and rights described herein are easements appurtenant, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and on any Owner, purchaser, mortgagee or other person having an interest in the Properties, or any part of or interest therein, regardless of whether reference to said easements is made in any instruments of conveyance or evidence of obligation.

PART 4 Utilities

Section 4.1 Water Service. Water service for Maidstone Park Subdivision Phase I shall be provided by Onslow Water and Sewer Authority [ONWASA], to be installed by individual owners of lots and not by developer.

Section 4.2 Sewage Disposal. Prior to the commencement of any construction of improvements on a lot, the Owner shall obtain a septic tank permit from ONWASA. Prior to the occupancy of any residence on a Lot, and prior to the use of any such system by the Owner, the Owner shall make proper and suitable provision for the disposal of sewage by installation of a septic tank system designed, located, constructed and maintained in accordance with the requirements, standards, recommendations and permits imposed, made or issued by the appropriate public health authorities.

PART 5 Homeowners' Association

Section 5.1 Maidstone Park Homeowners' Association is a nonprofit corporation formed by Developer pursuant to Article 3 of the Act to operate and maintain the common areas, to monitor compliance with and enforce these restrictions and to provide any other services and serve any other function provided for in this Declaration or approved by the members.

Section 5.2 Every Owner of a lot in the Properties shall be a member of the Association, which Membership shall be appurtenant to and not severable from lot ownership.

Section 5.3 Each Member of the Association shall be entitled to one vote in the business of the Association for each lot owned. When more than one person or entity holds title to a Lot, all of such Owners shall be Members, but entitled to only one vote, which shall be cast as provided in the bylaws.

PART 6

Management and Control of the Association

Section 6.1 Unless otherwise stated herein, the Association shall have all of the powers set forth in Article 3, Section 102 of the Act.

Section 6.2 The business and responsibilities of the Association shall be managed by its Executive Board, which shall be selected and operate as provided in Article 3, Section 103 of the Act and as provided in the bylaws of the Association; **PROVIDED**, that all of the powers and duties of the Executive Board may be exercised by the Declarant or by an Executive Board appointed by Declarant until such time as 90% of the lots depicted on the initial plat of the Properties have been sold and conveyed to persons other than Declarant or until Declarant releases the right to exercise such powers and duties, whichever occurs first.

PART 7

Covenants for Assessments

Section 7.1 Lien and Personal Obligation for Assessments. Declarant hereby imposes on each Lot within the Properties the obligation of each Lot Owner to pay to the Association the following:

- a. Annual Assessments or charges
- b. Special Assessments for capital improvements, to be established and collected as hereinafter provided
- c. Insurance assessments
- d. A pro rata share of any property taxes imposed on the Common Areas by any government taxing authority.
- e. Working Capital Assessments.

Such obligation shall apply to each lot of the Properties, and shall be deemed accepted by the purchaser of any Lot upon receipt and recording of the deed for the same.

The annual, special and insurance Assessments, together with any interest, collection costs and attorney's fees, shall be a continuing lien upon the Lot against which such Assessment is made, and the obligation to pay the same shall be the personal obligation of the person who was the Owner of the Lot at the time such Assessment became due. The personal obligation for the payment of delinquent Assessments shall not pass to subsequent Owners of the Lot, unless expressly

assumed by such subsequent owner; but nothing herein shall prohibit the Association from seeking a judgment against the delinquent Owner, which shall be a lien upon any property in the name of the delinquent Owner.

Section 7.2 Purpose of Assessments. The Assessments imposed herein shall be used exclusively to promote the health, safety, welfare and enjoyment of the Owners of the Properties and for the improvement and maintenance of all easements, utilities, and Common Areas, including roads and streets, in or on the Properties. Specifically, Assessment funds may be used for any of the following purposes:

- a. Maintenance of and improvements to the Common Areas;
- b. Maintenance of and improvements to drainage and utility easements and rights of way;
- c. Enforcement of these restrictions;
- c. Operating expenses of the Association;
- e. Any other action deemed by the Association to promote the health, welfare and safety of the Owners or to increase the enjoyment of the Properties by the Owners.

Section 7.3 Annual Assessments.

a. Except as provided herein for the initial year, Annual Assessments shall be in an amount to be fixed annually by the Executive Board, which may set different amounts of Assessments from year to year as it deems necessary to accomplish the purposes set out in Section 7.2 above.

b. The amount of the Assessment for the initial year of operation shall be set by the Declarant and communicated to each purchaser of a Lot at the time of closing on the Lot purchase.

c. The amount of the Assessment for each subsequent year shall be determined at least 30 days in advance of the beginning of the annual assessment period, which shall begin on January 1 of each year, and notice of the same shall be sent to each Owner of a Lot, together with the date on which payment of such assessment is due. The Executive Board shall have the authority to provide for the payment of assessments in monthly installments.

d. Adjustments in the amount of Annual Assessments shall be subject to the following limitations:

(1) Notwithstanding any other provision herein, the Executive Board may set an Annual Assessment amount of up to \$ 120.00 per year.

(2) For the year beginning on January 1 of the year following the first year in which a lot is sold, and for each year thereafter, the increase in the amount of the annual assessment may not be more than five per cent (5%) of the previous year's assessment.

(3) Either of the above limits may be exceeded if approved by a vote of two-thirds [2/3rds] of the members voting in person or by proxy at a meeting called for such purpose or at an annual meeting for which such item has been placed on the agenda.

Section 7.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a special assessment for that year, for the purpose of defraying all or a part of the costs of any construction, reconstruction, repair or replacement of a capital improvement on any Common Area, including any fixtures or personal property related thereto; provided, that any such assessment shall require the approval of two-thirds [2/3rds] of the members voting in person or by proxy at a meeting called for such purpose or at an annual meeting for which such item has been placed on the agenda.

Section 7.5 Insurance. The Association, as a part of the common expense, shall maintain insurance in amounts deemed by the Board to Directors to be reasonable and sufficient, to cover the following:

- (a) Risk of loss or damage to the Common Areas.
- (b) Public Liability Insurance for risks arising out of the use or condition of the Common Areas.
- (c) Liability of the Directors of the Association for actions taken as Directors.

Such insurance shall be for the benefit of the Association [and its Directors, in the case of Directors' Liability Insurance], and the proceeds shall be payable to the Association.

The Association shall have the sole right to settle any claims arising under such insurance.

Section 7.6 Insurance Assessments. The cost of insurance obtained pursuant to Section 7.5 shall be a common expense, and an amount sufficient to pay the premiums for the same each year shall, if necessary, be paid by the levy of an additional annual "Insurance Assessment" which shall be in addition to the Annual Assessment [Section 7.3], and which shall be levied, collected and enforced in the same manner as the Annual Assessment.

Section 7.7 Notice and Quorum Requirements for Actions Taken Under Sections 7.3, 7.4 and 7.6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3, 7.4 and 7.6, or any meeting at which such action is on the agenda, shall be sent to all Members not less than 30 days in advance of said meeting. At such meeting, the appearance in person or by proxy of 60% of the members entitled to vote on such issues shall constitute a quorum. If no quorum is attained at the first such meeting or any subsequent meeting scheduled for such purpose, the meeting shall be adjourned for a period of not more than 60 days, and the number required for a quorum at such subsequent meeting called for such purpose shall be one-half (1/2) of the number of members required for a quorum at the prior meeting.

Section 7.8 Uniform Rate of Assessment. Annual, special and insurance assessments shall be fixed at a uniform rate for all Lots, and provision may be made for the payment of the same on a monthly basis.

Section 7.9 Time of Commencement of Assessments. Assessments for each Lot shall go into effect on the date of acceptance of a deed for such Lot by a purchaser.

Provided, that Declarant shall not be required to pay annual assessments on unsold Lots owned by the Declarant; but, in lieu of assessments, Declarant shall pay a pro rata share of insurance assessments, utilities and ad valorem taxes on the Common Areas, based on the number of lots owned by Declarant on the first day of the assessment period.

Section 7.10 Nonpayment of Assessments and Remedies of the Association.

Any assessment not paid within 30 days of the date on which the same is due shall bear interest at the rate at which interest accrues on an unpaid judgment. The lien shall arise as of the first day of the assessment period for which the lien is imposed, and shall, as of that date, constitute a lien for the improvement of real property. Except as otherwise provided in Article 3, Section 116 of the Act, such lien shall be enforceable through the provisions of Article 2A of Chapter 45 of the North Carolina General Statutes. The Association may also bring a legal action against the Owner personally obligated to pay the same and obtain a judgment for the amount of such assessment, and enforce said lien in any manner provided by law, including a judicial sale under Article 29B of Chapter 1 of the General Statutes. An Owner may not avoid liability for the assessment by non-use of his Lot or his non-use of any part of the Property.

Section 7.11 Remedies and Requirements of the Association. In addition to any other remedies provided herein, the Association shall have all of the remedies provided in Article 3, Section 116 of the Act for the collection of unpaid assessments, and the Association shall comply with the requirements of such provisions.

Section 7.12 Subordination of Assessment Lien. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot by way of a first mortgage foreclosure shall extinguish the lien on the Lot to the extent of any payments which came due prior to the recording of such mortgage, but the lien for such payments shall attach to the proceeds of sale in priority immediately after the mortgage being foreclosed.

**PART 8
DUTIES AND RESPONSIBILITIES OF THE DECLARANT
AND THE ASSOCIATION**

Section 8.1 Reservation of Rights to the Developer. The rights, powers and privileges reserved to the Declarant under this Part shall be in full force and continue until the earlier of the following: (i) when ninety percent (90%) of the lots as shown on the initial plat of the property have been sold; or (ii) such time as Declarant voluntarily relinquishes such rights. The period until such time shall be called the "Developer Control Period".

Section 8.2 Rights Reserved. The Declarant retains and shall have the following rights, powers and privileges which shall be in addition to any other rights reserved to the Declarant herein:

(a) The Association. All of the powers and duties of the Executive Board of the Association may be exercised by Declarant and Declarant shall be entitled to appoint all members of the Executive Board.

(b) Architectural Review Committee. All of the powers and duties of the ARC may be exercised by Declarant and Declarant shall be entitled to appoint all members of the ARC.

(c) Plan of Development. Declarant reserves the right to change the stated or planned use, configuration or designation of any of the lands in the planned community to which Declarant then owns title, including the right to replat lots to create more or fewer lots and to take such steps as are necessary as to cause such replatted lots to be suitable building lots, provided, that no such change shall be made if it would have an adverse effect on the value of the Lots previously sold by Declarant.

(d) Amendments by Declarant. The following amendments to this Declaration may be effected by the Declarant, during the period of Declarant control, or by the Executive Board of the Association thereafter, without the consent of the Members:

1. Prior to the sale of the first lot, the Declaration may be amended by the Declarant.
2. Declarant may amend this Declaration to effect the addition of lands as provided in Section 11.2.
3. Amendments to correct any obvious error or inconsistency in drafting, typing or reproduction.
4. Amendments to conform to the requirements of any applicable law or governmental regulation or the rulings of any governmental agencies having jurisdiction; or, to qualify the Property or any Lots and improvements therein for mortgage or improvement loans made, insured or guaranteed by a government agency; or, to comply with the requirements of law or regulations of any quasi-governmental corporation or agency, upon a letter from any such corporation or agency requesting or suggesting that an amendment is necessary to comply with the requirements of such corporation or agency.
5. Amendments deemed necessary by Declarant to qualify the Property or any portion thereof for tax-exempt status.
6. Amendments necessary to address any platting change of the Property as permitted herein.

(e) Right to Reject Amendments. Declarant shall have the right to veto, reject or refuse to comply with any amendment to the Declaration approved by the Members during the period of Declarant control.

Architectural Controls

Section 8.3 Architectural Review Committee. All duties and responsibilities conferred upon the Architectural Review Committee [hereinafter the "ARC"] by this Declaration or the bylaws of the Association shall be exercised and performed by the Declarant or its designee, so long as Declarant shall own at least 90 % of the lots in the initial plat of the Properties. Thereafter, such shall be the responsibility of the Association's Executive Board, or a committee appointed by the Board.

Section 8.4 Building and Site Improvements. No structure shall be erected or commenced on any portion of the Properties, nor shall any change or alteration be made

thereto, including painting or repainting of exterior surfaces, until the plans for the same shall have been submitted to and approved by the ARC.

Section 8.5. Approval of Plans.

- a. No plans will be approved if the proposed dwelling consists of less than 1,200 square feet of heating living space or if the proposed structure is not, in the opinion of the ARC, aesthetically in harmony with the other dwellings on the Properties or with the natural environment of the Property; provided that the ARC may, without further approval, vary from such square foot requirements by 10%; AND provided further, that no similar provision relating to additional properties shall impose a minimum square footage of less than 1500 square feet.
- b. No specific setbacks or minimum building lines are established by this Declaration. All building location must comply with all rules imposed by Onslow County or the Town of Richlands, and with the guidelines referred to in Section 8.3.a., and all building location must be approved by the ARC.
- c. The exterior of all dwellings must be completed within 12 months of the commencement of construction.
- d. The following are the only structures allowed on a Lot:
 - (1) One single family dwelling, not to exceed two stories in height.
 - (2) One or more accessory buildings, which may include a detached garage for not more than 2 cars and guest facilities, but such accessory buildings may not overcrowd the site or be used for commercial or rental activities. Whether proposed accessory buildings 'overcrowd' the site is a determination to be made by the ARC.
- e. All service utilities, fuel tanks, clothes lines and wood piles shall be enclosed in a wall or vegetative screen approved by the ARC such that the same are not visible from the street or from any other Lot in the Properties.
- f. Each Lot owner must provide on the Lot off street parking for not less than two passenger automobiles prior to the occupation of the dwelling on the Lot. Parking areas and driveways shall be constructed of concrete, brick, asphalt, turfstone or other material approved by the ARC.
- g. No fence on the property shall exceed 6 feet in height or be located nearer to the front of the Lot than the middle of the main dwelling.
- h. The improvements subject to approval by the ARC shall specifically include (i) the materials and design of any fence, and (ii) the location and design of any structure enclosing a well pump.

Maintenance of Roads and Common Areas

Section 8.6 Responsibility for Road Maintenance. Declarant shall maintain all streets and roads on the Properties until such time as at least 90% of the Lots on the initial plat of the Property are owned by persons or entities other than Declarant, at

which time all responsibility for the maintenance of roads and streets shall be borne by the Association. At such time as said roads or streets are accepted as part of the system of roads maintained by the NCDOT, the responsibilities of Declarant and the Association for road and street maintenance shall terminate.

Section 8.7. Maintenance of Common Areas. The Association shall be responsible for maintaining, repairing and replacing any structures on or improvements to the Common Areas, including the utility and drainage easement areas, and for any shrubbery, trees and other plants on the Common Areas.

The Association shall further have the right to effect any repairs or alterations to the stormwater drainage system on the Properties, including all pipes, ditches and ponds, and to enter upon any Lot to the extent reasonably necessary to carry out such repairs. By accepting title to a Lot, all Lot owners grant a right of entry to the Association for such purposes.

In the event that the need for any maintenance, repair or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance, repair or replacement shall be added to and become a part of the assessment to which any Lots owned by such Owner are subject.

The Association shall maintain all common areas and shall pay all premiums associated with general liability insurance insuring against liability arising from the ownership and operation of such common areas.

PART 9

Use Restrictions

Section 9.1 Land Use and Building Type. No Lot in Maidstone Park Subdivision Phase I shall be used for any purposes other than residential uses and uses incident thereto, which shall not include any commercial uses or other uses designed to generate income. All Lots are restricted to single family dwellings.

Section 9.2 Nuisances. No noxious or offensive activities shall be carried on upon any Lot, nor shall any activity be engaged in which would become an annoyance or nuisance to the residents of the Lots in the Property. "Noxious" or "offensive" shall mean any activity, visual impression, odor or noise which appreciably interferes with the quiet and undisturbed use of his or her property by any Lot owner or lawful occupant of any Lot. The ARC shall, in the event that a question arises, become the arbiter of what constitutes a nuisance. If the determination of the ARC is disputed, then all legal and factual questions shall be determined by a majority vote determined by secret ballot of the members of the Association at a regular annual meeting, and the Association, by such vote, shall determine whether the use in question violates this section. Following such vote, there shall be no further remedy for either the Owner or the Association.

Section 9.3 Maintenance of Lots. In the event that any Lot Owner fails or refuses to keep the Lot premises free from weeds, underbrush, refuse piles, or other unsightly growth or objects, then, after 30 days notice from the ARC, the Association or its designee shall be entitled to enter upon such lands and remove the same at the expense of the Owner, and such entry shall not be a trespass. The costs incurred by the Association for such removal shall be a lien on such Lot, and such amount, together with

any collection costs shall be due and payable 30 days after the Owner is sent a bill therefore. In the event of the failure of the Owner to pay such amount within 30 days of being billed for the same, the lien for such amount shall be enforceable by legal proceedings in the same manner as provided in Section 7.10.

Section 9.4 No Temporary Structures. No structure of a temporary nature and no trailer, tent, shack, garage barn or other outbuilding shall be used on any Lot at any time as a dwelling or residence, either permanently or temporarily.

Section 9.5 Parking of Vehicles and Recreational Vehicles. No boat, motor boat, trailer, motor home or mobile home or similar type vehicle may be kept, stored or placed on any Lot unless the same is enclosed in a wall or vegetative screen approved by the ARC such that the same are not visible from the street or from other Lots in the Properties.

Section 9.6 Animals. No animals kept for resale or breeding shall be kept or maintained on any lot or in any residence on the property. No animals posing a danger to any other owners shall be kept or maintained on any lot or in any residence on the property.

Household pets may be kept provided that their boarding does not create levels of noise or odor which interfere with the rights of other Owners to the undisturbed use and possession of their properties.

All animals must be properly penned, and not allowed to roam or run free on areas of the Property other than the Lot owned by the animal's owner.

Section 9.7 Signs. All signs shall be subject to the approval of the ARC, but the use of "For Sale" signs shall not be denied if in compliance with applicable laws and if properly maintained.

Section 9.8 Alterations to Common Areas. Only the Association may make or authorize alterations to any Common Areas.

Section 9.9 Restrictions On Further Subdividing. The subdividing of lots is not allowed without the approval of the Declarant, during the period of Declarant control [Section 8.1], or the Association thereafter, except that Declarant may reconfigure unsold lots. For purposes of this provision "subdivide" or "subdividing" shall include any process whereby the size or configuration of a lot is altered or the number of lots is changed.

PART 10

Addition of Properties

11.1 Vote Required. Except as provided below, the addition of property to this Declaration shall require the assent of two-third (2/3rds) of the members of the Association at a meeting called for this purpose, or an annual meeting for which such matter has been placed on the agenda, notice of such in either case to be given at least 30 but not more than 60 days prior to the meeting.

11.2 Declarant may add properties. If the Declarant or its successors or assigns shall develop any Additional Property contiguous to the property depicted on the initial plat, such property or any portion thereof may be added to the Properties included in this Declaration without assent of the Association or its members, provided, however, that such Additional Property shall be limited to properties described in the deeds to Declarant recorded in Book 3252 at pages 324, 332 and 339. Addition of Properties by this section shall become effective upon the filing by Declarant of a supplemental or amended Declaration in the Onslow County Register of Deeds Office.

11.3 Use Restrictions on Additional Properties. Nothing herein shall prevent Declarant from imposing different use restrictions or architectural controls on any Additional Properties; **provided**, that no dwellings of less than 1250 square feet shall be allowed on any additional properties, and no other restrictions or architectural controls shall be imposed on any additional properties which would adversely affect the values of the other Properties subject to these restrictions.

PART 11

General Provisions

12.1 The Association or any Owner who is a member in good standing shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, charges and other obligations now or hereafter imposed by the provisions of this Declaration. Failure of the Association or its Owner-Members to enforce an provision contained herein shall not be deemed a waiver or such provision or the right to enforce the same thereafter.

12.2 Stormwater Runoff Enforcement. The State of North Carolina is hereby made a beneficiary of this Declaration to the extent necessary to enforce its stormwater runoff regulations as the same may apply and be amended from time to time.

12.3 Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order or otherwise shall not affect any other provisions, which shall remain in effect as written.

12.4 Lots Subject to Declaration. All present and future owners, tenants and occupants of Lots, and their guests or invitees, shall be subject to and shall comply with the provisions of this Declaration, as it may be amended from time to time as provided herein. Acceptance of a deed or lease, or entering into possession of a Lot shall constitute acceptance of a ratification of the validity of all of the provisions set for the herein. The provisions of this Declaration be binding and shall inure to the benefit of an by enforceable by the Association or any Owner, or their heirs, successors or assigns for a period of 20 years form the date of recording of this Declaration. After the end of the 20 year period, this Declaration shall automatically renew for successive periods of 10 years each unless modified or terminated by a two-thirds (2/3rds) vote of the Association as provided in Section 12.5 below.

12.5 Amendment of Declaration. Except as provided in Sections 8.2 and 11.2 above, Section 12.6 below, and elsewhere herein, the covenants and restrictions of this Declaration may be amended only by and as provided in an instrument duly recorded in Onslow County executed by the officers of the Association, reflecting action by a two-thirds (2/3rds) vote of the Members; provided, that no amendment shall be valid if

contrary to law or if the same purports to limit or negate the rights of the Declarant as provided herein.

12.6 Amendments by Declarant. The following amendments may be effected by the Declarant, during the period of Declarant control [Section 8.1], or the Executive Board of the Association thereafter, without the consent of the Members:

- a. Prior to the sale of the first lot, the Declaration may be amended by the Declarant.
- b. Declarant may amend this Declaration to effect the addition of lands as provided in Section 11.2.
- c. Declarant or the Board may amend this Declaration to correct any obvious error or inconsistency in drafting, typing or reproduction.
- d. Declarant, so long as it retains control of the Association [See Section 8.1], shall have the right to amend this Declaration to conform to the requirements of any applicable law or governmental regulation or the rulings of any governmental agencies having jurisdiction; or, to qualify the Property or any Lots and improvements therein for mortgage or improvement loans made, insured or guaranteed by a government agency; or, to comply with the requirements of law or regulations of any quasi-governmental corporation or agency, upon a letter from any such corporation or agency requesting or suggesting that an amendment is necessary to comply with the requirements of such corporation or agency.
- e. The Declarant, so long as it shall retain control of the Association, and, thereafter, the Executive Board, may amend this Declaration as shall be necessary, in its opinion, and without the consent of any Owner, to qualify the Property or any portion thereof for tax-exempt status.
- f. Declarant, for so long as it shall have control of the ARC, may amend this Declaration to include any platting change of the Property as permitted herein.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed in its name by its authorized Manager, as of the date written above

HARMONY TREE, LLC

By: _____

Martin J. Evans, Manager

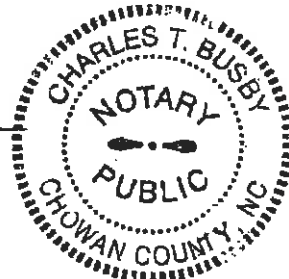
NORTH CAROLINA
ONSLOW COUNTY

I, the undersigned Notary Public, do hereby certify that Martin J. Evans appeared before me this day and acknowledged that he is Manager of Harmony Tree, LLC, a North Carolina Limited Liability Company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the Company.

WITNESS my hand and notarial seal this 9TH day of June, 2009.

My Commission expires: 11/23/09

Notary Public





Doc ID: 008206030006 Type: CRP
Recorded: 06/21/2010 at 02:36:02 PM
Fee Amt: \$29.00 Page 1 of 6
Onslow County, NC
Rebecca L. Pollard Reg. of Deeds

BK **3425** PG **24-29**

PREPARED BY CHARLES T. BUSBY, P.O. BOX 818, HAMPSTEAD, NORTH CAROLINA 28443

NORTH CAROLINA

ONSLOW COUNTY

**DECLARATION OF AMENDMENT TO COVENANTS AND
CONDITIONS FOR MAIDSTONE PARK SUBDIVISION**

This Amendment to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR MAIDSTONE PARK is made as of the 23RD day of March, 2010, by **HARMONY TREE, LLC**, a North Carolina Limited Liability Company, hereinafter referred to as the "Declarant", and **HALLMARK BUILDING CO., RIVER OAK HOMES, LLC, AMERICAN HOMESMITH, LLC and HALLMARK HOMES OF NORTH CAROLINA, INC.**, additional owners, Parties of the First Part, to any and all persons or entities acquiring title to the property described herein or any property hereafter made subject to the RESTRICTIVE COVENANTS FOR MAIDSTONE PARK.

RECITALS

1. Declarant is the owner and developer of the subdivision known as MAIDSTONE PARK as depicted on plats recorded in Map Book 58 at pages 28 and 167; and
2. MAIDSTONE PARK is subject to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAIDSTONE PARK SUBDIVISION recorded in Book 3245 at page 24 [hereinafter referred to as the "Restrictions"; and
3. Under the provisions of paragraph h. of Section 8.5 of the aforementioned Restrictions, the materials and design of any fence are subject to approval by the Architectural Review Committee; and,
4. Developer and additional owners are the owners of the property depicted on the plats of the Subdivision recorded in Map Book 58 at pages 28 and 167; and,

5. Developer and additional owners desire to modify the provisions of the Restrictions to change paragraph h. of Section 8.5 to state the following:

h. The improvements subject to approval by the ARC shall specifically include (i) the materials and design of any fence, and (ii) the location and design of any structure enclosing a well pump; PROVIDED, HOWEVER, that the following types of fences will not be allowed: (1) any stockade fence or other fence of solid construction which does not allow the pass through of light and air, and (2) any chain link fence.

DECLARATION

Pursuant to the foregoing recitals, Declarant and additional owners do hereby declare the RESTRICTIVE COVENANTS FOR MAIDSTONE PARK recorded in 3245 at page 24 to be amended as stated in paragraph 5. above.

IN TESTIMONY WHEREOF, Declarant and additional owner have caused this instrument to be executed in their names by their authorized Managers as of the date set out above.

HARMONY TREE, LLC.

By: 

Martin J. Evans, Manager

HALLMARK BUILDING CO.

By: 

Authorized Official

RIVER OAK HOMES, LLC

By: 

Manager

AMERICAN HOMESMITH, LLC

By: 

Manager

PREPARED BY CHARLES T. BUSBY, P.O. BOX 818, HAMPSTEAD, N.C. 28443

NORTH CAROLINA

ONslow COUNTY

**AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
MAIDSTONE PARK SUBDIVISION
PHASE 1**

THIS AMENDMENT is made this 4th day of August, 2009, by **HARMONY TREE, LLC**, hereinafter referred to as "**Declarant**" or "**Developer**", said terms being interchangeable as used herein.

Declarant executed a Declaration of Covenants, Conditions and Restrictions for Maidstone Park Subdivision, Phase 1, [the 'Declaration'] which is recorded in Book 3245 at page 24.

Declarant now deems it necessary to amend the Declaration as provided in Section 12.6.d so as to conform the Declaration to the requirements of NPDES Phase II Stormwater Management Permit No. SW8 080203 issued February 28, 2008.

Pursuant to such, Declarant hereby amends the Declaration to add the following provisions:

Section 9.10 Compliance with Stormwater Permit

The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW8 SW8080203, as issued by the Division of Water Quality under NCAC 2H.1000.

- a. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
- b. These covenants are to run with the land and be binding on all persons and parties claiming under them.
- c. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Water Quality.

- d. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Water Quality.
- e. The maximum built-upon area per lot is 1,750 square feet. This allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right of way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, gravel, brick, stone, slate, coquina and parking areas, but does not include raised, open wood decking or the water surface of swimming pools.
- f. Filling in, piping or altering by any persons of any 3:1 vegetated conveyances [ditches, swales, etc.] associated with the development, except for average driveway crossings.
- g. Filling in, piping or altering any designated 5:1 curb outlet swale or vegetated area associated with the development by any persons is prohibited.
- h. Each designated curb outlet swale of 100' vegetated area shown on the approved plan must be maintained at a minimum of 100' long, maintain 5:1 [H:V] side slopes, or flatter, have a longitudinal slope no steeper than 5%, carry the flow from a 10 year storm in a non-erosive manner, maintain a dense vegetated cover, and be located in either a dedicated common area or a recorded drainage easement.
- i. Built-upon area in excess of the permitted amount will require a permit modification.

Except as so modified by the stated additions, the Declaration shall remain as originally stated.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date shown above.

HARMONY TREE, LLC

By: _____

Martin J. Evans, Manager

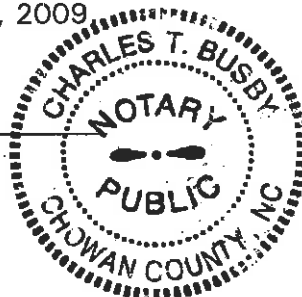
NORTH CAROLINA
PENDER COUNTY

I, the undersigned Notary Public, do hereby certify that Martin J. Evans appeared before me this day and acknowledged that he is Manager of Harmony Tree, LLC, a North Carolina limited liability company, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal this 4TH day of August, 2009

My Commission expires: 11/23/09

Charles T. Busby
Notary Public



5. Developer and additional owners desire to modify the provisions of the Restrictions to change paragraph h. of Section 8.5 to state the following:


h. The improvements subject to approval by the ARC shall specifically include (i) the materials and design of any fence, and (ii) the location and design of any structure enclosing a well pump; PROVIDED, HOWEVER, that that the following types of fences will not be allowed: (1) any stockade fence or other fence of solid construction which does not allow the pass through of light and air, and (2) any chain link fence.

DECLARATION

Pursuant to the foregoing recitals, Declarant and additional owners do hereby declare the RESTRICTIVE COVENANTS FOR MAIDSTONE PARK recorded in 3245 at page 24 to be amended as stated in paragraph 5. above.

IN TESTIMONY WHEREOF, Declarant and additional owner have caused this instrument to be executed in their names by their authorized Managers as of the date set out above.

HARMONY TREE, LLC.

By: 
Martin J. Evans, Manager

HALLMARK BUILDING CO.

By: _____
Authorized Official

RIVER OAK HOMES, LLC

By: _____
Manager

AMERICAN HOMESMITH, LLC

By: 
Manager

HALLMARK HOMES OF NORTH CAROLINA, INC.,

By:

Authorized Official

NORTH CAROLINA

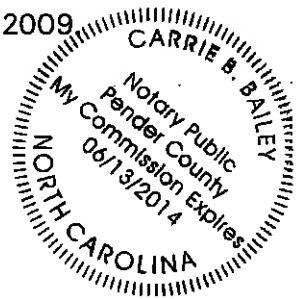
PENDER COUNTY

I, the undersigned Notary Public, do hereby certify that Martin J. Evans appeared before me this day and acknowledged that he is Manager of Harmony Tree, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal this 23rd day of March, 2009.

My Commission expires: 06/13/2014

Notary Public



NORTH CAROLINA

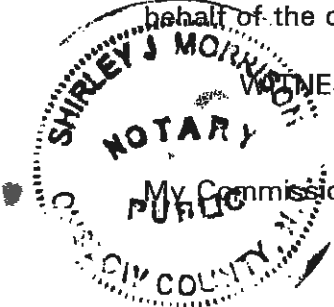
Onslow COUNTY

I, the undersigned Notary Public, do hereby certify that William Young appeared before me this day and acknowledged that he is President of HALLMARK BUILDING CO., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal this 31st day of March, 2010.

My Commission expires: 9/26/2014

Notary Public



NORTH CAROLINA

Crislow COUNTY

I, the undersigned Notary Public, do hereby certify that William Young appeared before me this day and acknowledged that he is Manager of River Oak Homes, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal this 31st day of March, 2010.

My Commission expires: 9/26/2014

Shirley J. Morris
Notary Public

COUNTY

I, the undersigned Notary Public, do hereby certify that _____ appeared before me this day and acknowledged that he is Manager of American Homesmith, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal this _____ day of _____, 2009.

My Commission expires: _____

Notary Public

NORTH CAROLINA

Crislow COUNTY

I, the undersigned Notary Public, do hereby certify that William Young appeared before me this day and acknowledged that he is President of HALLMARK HOMES OF NORTH CAROLINA, INC., a corporation, and that he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal this 31st day of March, 2010.

My Commission expires: 9/26/2014

Shirley J. Morris
Notary Public

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public, do hereby certify that _____ appeared before me this day and acknowledged that he is Manager of River Oak Homes, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal this _____ day of _____, 2009.

My Commission expires: _____
Notary Public

_____ COUNTY

I, the undersigned Notary Public, do hereby certify that William F. Smith appeared before me this day and acknowledged that he is Manager of American Homsmith, LLC, a North Carolina limited liability company, and that he, as manager, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal this 12 day of April, 2009.^{10ks}
My Commission expires: 2-5-2011 Kathleen M Stone
Notary Public

NORTH CAROLINA
_____ COUNTY

I, the undersigned Notary Public, do hereby certify that _____ appeared before me this day and acknowledged that he is _____ of HALLMARK HOMES OF NORTH CAROLINA, INC., a corporation, and that he, as _____, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and notarial seal this _____ day of March, 2010.

My Commission expires: _____
Notary Public